

R&E

ROBERTS & ECKARD, P.C.

ATTORNEYS AT LAW

1150 CONNECTICUT AVENUE, N.W., SUITE 1100
WASHINGTON, D.C. 20036

TELEPHONE
(202) 296-0533

TELEFAX
(202) 296-0464

JAMES S. BLITZ
JOY R. BUTLER
PAMELA C. COOPER
ANATOLIO B. CRUZ III*
LINDA J. ECKARD
KENNETH M. KAUFMAN
MARY L. PLANTAMURA
LAWRENCE ROBERTS
PETER D. SHIELDS
MARK VAN BERGH**
LISA A. WILLIAMS***

*ADMITTED IN PA ONLY

**OF COUNSEL

***ADMITTED IN MD ONLY

INVOICE Farmersville, Texas

For services rendered and expenses incurred during the months
of February, March, April and May 1996.

Balance Due.....\$13,400.30

SETTLEMENT AGREEMENT

This Agreement is made and entered into as of this 23rd day of May, 1996, between Farmersville Radio Group ("FRG") and Hunt Broadcasting, Inc. ("Hunt") in connection with MM Docket 96-10.

WHEREAS, Hunt has filed a rule making proposal requesting changes in the FM Table of FM Allotments for a number of FM stations;

WHEREAS, FRG has expressed an interest in this same proceeding in the proposal for Channel 260C3 at Farmersville, Texas; and

WHEREAS, the Hunt and FRG rule making proposals are mutually exclusive; and

WHEREAS, the parties to this Agreement desire to resolve the mutual exclusivity in this proceeding;

NOW, THEREFORE in consideration of the mutual undertakings of the parties as set forth herein and intending to be legally bound, Hunt and FRG agree as follows:

1. FRG shall join in a pleading in which it withdraws its interest in Channel 260C3 at Farmersville, Texas, and instead proposes the allotment of Channel 221A at Farmersville.

2. Within five (5) days of FCC approval of this Settlement Agreement, Hunt shall pay all of FRGs legitimate and prudent expenses incurred by participating in this proceeding as evidenced by the attached Certification. In all other respects, the parties are responsible for their own expenses.

3. Each party agrees that it will interpose no objection to the proposals of the other party in this proceeding.

4. The parties may file their own pleadings urging adoption of their respective proposals in addition to jointly filing a request for FCC approval of the settlement.

5. The parties shall take such further action and execute further documents as may be necessary to implement the provisions of this Agreement.

6. This Agreement shall inure to the benefit of, and be binding upon the parties and their respective successors and assigns.

7. This Agreement constitutes the entire Agreement between the parties and may not be amended except by written amendment signed by both parties.

8. This Agreement may be enforceable by specific performance.

9. This Agreement may be executed in counterparts.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.



Farmersville Radio Group

Janice Hunt, President
Hunt Broadcasting, Inc.

8. This Agreement may be enforceable by specific

9. This Agreement may be executed in counterparts.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.

Farmersville Radio Group

James Hunt
James Hunt, President
Hunt Broadcasting, Inc.

CERTIFICATION

I, Martin Maddoux, as President of Farmersville Radio Group, filed an expression of interest in a rule making petition to allot Channel 260C3 to Farmersville, Texas. I have entered into a Settlement Agreement with Hunt Broadcasting, Inc., whereby I agree to withdraw my interest in Channel 260C3 and instead propose Channel 221A at Farmersville, Texas, in exchange for my reasonable and prudent expenses, an itemization of which will be provided within ten (10) days of this date. I certify that my proposal was not filed for the purpose of obtaining a settlement, and I have not received or been promised any money or other consideration in excess of my legitimate and prudent expenses.

I hereby certify that these statements are true, complete and correct and are made in good faith to the best of my knowledge and belief.



Farmersville Radio Group

May 24, 1996

z:\1976.014\960524.ear

CERTIFICATION

I, Janice Hunt, President of Hunt Broadcasting, Inc., hereby state that I have not paid or promised to pay to Farmersville Radio Group any consideration in excess of its legitimate and prudent expenses in exchange for the modification of its rule making proposal. I certify that this statement is true, complete and correct and is made in good faith to the best of my knowledge and belief.


Janice Hunt, President
Hunt Broadcasting, Inc.

5-24-96
Date

Before the
Federal Communications Commission
Washington, D.C.

DECLARATION OF J. MICHAEL LAMERS

I, J. Michael Lamers, do hereby state and depose as follows under the pains and penalties of perjury of the laws of the United States of America.

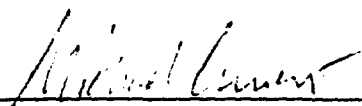
1. The law firm of Hardy & Carey, L.L. P., at which I am an attorney, was retained to provide advice and representation to Farmersville Radio Group ("FRG"), with respect to its participation in the Matter of Amendment of Section 73.202(b), Table of Allotments, FM Broadcast Stations (Farmersville, Texas), MM Docket No. 96-10, RM 8788.

2. In the course of the firm's representation, we have provided advice on the Commission's policies and procedures. We have reviewed and analyzed the various proposals and counterproposals filed in the proceeding and prepared and filed comments on behalf of FRG. We have participated on behalf of FRG in settlement negotiations among the parties, entered into a settlement and subscribed to a Joint Request for Settlement that has been filed with the Commission.

3. Our firm's records show that , as of this date, it has billed, and has been paid and/or is owed, \$4892.41 in fees and expenses with respect to this representation.

Executed this 29th day of May, 1996.

Hardy & Carey, L.L.P.

By: 
J. Michael Lamers

SETTLEMENT AGREEMENT

This Agreement is made and entered into as of this 23rd day of May, 1996, between Galen O. Gilbert ("Gilbert") and Hunt Broadcasting, Inc. ("Hunt") in connection with MM Docket 96-10.

WHEREAS, Gilbert has also filed a rule making petition in this proceeding to allot Channel 260C3 to Farmersville, Texas; and

WHEREAS, Hunt has filed a rule making proposal in this same proceeding requesting changes in the Table of FM Allotments for a number of FM stations; and

WHEREAS, the Hunt and Gilbert rule making proposals are mutually exclusive; and

WHEREAS, the parties to this Agreement desire to resolve the mutual exclusivity in this proceeding;

NOW, THEREFORE in consideration of the mutual undertakings of the parties as set forth herein and intending to be legally bound, Hunt and Gilbert agree as follows:

1. Gilbert shall file a pleading in which he withdraws his request for Channel 260C3 at Farmersville, Texas.

MAY-24-1996 13:25 FROM FLETCHER HEALD & HILPETH TO 07475-0141903836064 P.03

MULLIN, RHYNE


ID:202-972-0604

MAY 23 '96 10:15 No.015 P.04

8. This Agreement may be enforceable by specific performance.

9. This Agreement may be executed in counterparts.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.


James O. Gilbert


James O. Gilbert, President
East Broadcasting, Inc.

2. Within five (5) days of FCC approval of this Settlement Agreement, Hunt shall pay all of Gilbert's legitimate and prudent expenses incurred by participating in this proceeding as evidenced by the attached Certification. In all other respects, the parties are responsible for their own expenses.

3. Each party agrees that it will interpose no objection to the proposals of the other party in this proceeding.

4. The parties may file their own pleadings urging adoption of their respective proposals in addition to jointly filing a request for FCC approval of the settlement.

5. The parties shall take such further action and execute further documents as may be necessary to implement the provisions of this Agreement.

6. This Agreement shall inure to the benefit of, and be binding upon the parties and their respective successors and assigns.


7. This Agreement constitutes the entire Agreement between the parties and may not be amended except by written amendment signed by both parties.

8. This Agreement may be enforceable by specific performance.

9. This Agreement may be executed in counterparts.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.

Galen O. Gilbert




James Hunt, President
Hunt Broadcasting, Inc.

UNCLASSIFIED

I, Glen O. Gilbert, filed a rule making petition to allow Channel 26DC3 to Farmersville, Texas. I have entered into a Settlement Agreement with West Broadcasting, Inc., whereby I agree to withdraw my proposal for Channel 26DC3 at Farmersville, Texas, in exchange for my reasonable and prudent expenses totaling \$2,920.60. An itemization of these expenses is attached. I certify that my proposal was not filed for the purpose of obtaining a settlement, and I have not received or been promised any money or other consideration in excess of my legitimate and prudent expenses.

I hereby certify that these statements are true, complete and correct and are made in good faith to the best of my knowledge and belief.


GLEN O. GILBERT

May 24, 1996
Date

10'2 7101

EXPENSES RELATING TO FARMERSVILLE, TX. APPLICATION


1. Arthur C. Morris
Population Studies for Farmersville
application \$154.00
2. Fletcher Heald Milderth, Attorneys
Legal regarding Farmersville Application \$1,748.00
3. Gay C. Hutchason, Engineer
Frequency Search and preparation of
engineering for Farmersville Application \$950.00
4. UPS, Telephones, Misc. relating to the
Farmersville application and location of
transmitter location \$68.60

**Total out of pocket expenses relating to the
Farmersville application**

\$ 2,920.60

CERTIFICATION

I, Janice Hunt, President of Hunt Broadcasting, Inc., hereby state that I have not paid or promised to pay to Galen U. Gilbert any consideration in excess of his legitimate and prudent expenses in exchange for the withdrawal of his rule making proposal. I certify that this statement is true, complete and correct and is made in good faith to the best of my knowledge and belief.


Janice Hunt, President
Hunt Broadcasting, Inc.

5-24-96
Date

CERTIFICATE OF SERVICE

I, Veronica Abarre, a secretary in the law firm of Mullin, Rhyne, Emmons and Topel, P.C., do hereby certify that I have this 18th day of July, 1996, caused to be mailed by first class mail, postage prepaid, copies of the foregoing "SUPPLEMENT TO JOINT REQUEST FOR SETTLEMENT" to the following:

* John A. Karousos
Chief, Allocations Branch
Mass Media Bureau
Federal Communications Commission
2000 M Street, N.W., 5th Floor
Room 536
Washington, D.C. 20554

* Pamela Blumenthal
Allocations Branch
Mass Media Bureau
Federal Communications Commission
2000 M Street, N.W., 5th Floor
Room 536
Washington, D.C. 20554

James P. Riley, Esq.
Anne Goodwin Crump
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
Eleventh Floor
Rosslyn, Virginia 22209
(Counsel to Galen Gilbert)

* HAND DELIVERED

Cliff Boyd
Cowboy Broadcasting, L.L.C.
1110 S. Santa Fe Trail
Duncanville, TX 75137
KVMX(FM)

Roger R. Harris
Pontotoc County Broadcasting, Inc.
1019 N. Broadway
Ada, OK 74820
KADA-FM

Chipper Dean
Dean Broadcasting, Inc.
102 Southwood Road
Henderson, TX 75652
KGRI-FM

Cary S. Tepper, Esq.
Booth, Freret & Imlay, P.C.
1233 20th Street, N.W.
Suite 204
Washington, D.C. 20036
(Counsel to Dean Broadcasting, Inc.)

Carolyn Parrish
Pennok Communications, Inc.
2853 Tee Time Court
Wichita, KS 67205
KRXZ(FM)

Peter Gutmann
Pepper & Corazzini, L.L.P.
1776 K Street, N.W., #200
Washington, D.C. 20006
(Counsel to Oklahoma Sports Properties, Inc.)

Ted Haynes dba Community Broadcasting Network
Rt. 2, Box 267
Boyd, TX 76023
KBOC(FM)

Harold Cochran
HC-69, Box 11
Kingston, OK 73439
KDDQ(FM)

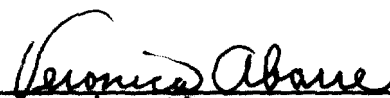
Jeffrey D. Southmayd
Southmayd & Miller
1220 19th Street, N.W., #400
Washington, D.C. 20036
(Counsel to Comanche Radio, L.L.C.)

Sam Curry
KMOO, Inc.
P.O. Box 628
Mineola, TX 75733
KMOO(FM)

Linda J. Eckard, Esq.
Mark Van Bergh, Esq.
Roberts & Eckard, P.C.
1150 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20036
(Counsel to Greenville Broadcasting)

John J. McVeigh, Esq.
Bernstein & McVeigh
1818 N Street, N.W.
Suite 700
Washington, D.C. 20036
(Counsel to Thomas S. Desmond)

Ashton R. Hardy, Esq.
Michael Lamers, Esq.
Hardy & Carey, L.L.P.
111 Veterans Memorial Boulevard
Suite 255
Metairie, LA 70005
(Counsel to Farmersville Radio Group)


Veronica Abarre